

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF VIRGINIA
CHARLOTTESVILLE DIVISION

SOUTHERN ENVIRONMENTAL LAW
CENTER,

Plaintiff,

v.

UNITED STATES DEPARTMENT OF
AGRICULTURE,
UNITED STATES FOREST SERVICE, and
OFFICE OF THE GENERAL COUNSEL
of the United States Department of Agriculture,

Defendants.

Civil Action No. 3: 18-cv-00106

**STIPULATION OF SETTLEMENT
AND DISMISSAL**

STIPULATION OF SETTLEMENT AND DISMISSAL

Plaintiff, Southern Environmental Law Center (“Plaintiff”) and Defendants U.S. Department of Agriculture, United State Forest Service and the Office of the General Counsel of the U.S. Department of Agriculture (“Defendants”) (Plaintiff, together with Defendants, are collectively the “Parties”), by and through their respective counsel, hereby stipulate and agree as follows in the above-captioned civil action brought under the Freedom of Information Act (FOIA), 5 U.S.C. §552, as amended:

1. The Parties do hereby agree to settle, compromise, and dismiss the above-captioned action under the terms and conditions set forth herein.
2. Since Plaintiff’s filing of the above-captioned matter, Defendants have produced documents responsive to the Plaintiff’s six FOIA requests at issue in this case. Plaintiff has determined that further litigation about Defendants’ productions of documents is unnecessary and has elected to accept Defendants’ productions as they have been made in

response to Plaintiff's six FOIA requests at issue in this case.

3. Defendants shall pay Plaintiff a lump sum of \$6,240.00 (Six Thousand Two Hundred and Forty Dollars) in attorneys' fees in this matter.
4. Payment of such attorneys' fees will be made by an electronic transfer of funds to a bank account specified by Plaintiff. Upon filing the Stipulation of Settlement and Dismissal, the Parties will promptly cause the documentation necessary to effectuate this payment to be completed and transmitted.
5. Plaintiff agrees to discharge, release, and/or withdraw any and all claims of access to records or portions of records Plaintiff has brought, could bring, or could have brought in this action. Plaintiff further agrees to discharge, release, and/or withdraw all remaining claims Plaintiff has brought, could bring, or could have brought in this action, including any and all allegations of unlawful policy or practice in this action.
6. This Stipulation of Settlement and Dismissal shall represent full and complete satisfaction of all claims arising or that could have arisen from the allegations set forth in the Complaint and Amended Complaints filed in this action, including full and complete satisfaction of all claims for costs, attorneys' fees, search, review, or processing fees that have been, or could be, made in this case.
7. This Stipulation of Settlement and Dismissal shall not constitute an admission of liability or fault on the part of the Defendants or the United States or their agents, servants, or employees, and is entered into by both Parties for the sole purpose of compromising disputed claims and avoiding the expenses and risks of further litigation. This Stipulation of Settlement and Dismissal is understood not to preclude or prevent Plaintiff from seeking through the FOIA or other means records not sought in the six FOIA requests that gave

rise to this action.

8. This Stipulation of Settlement and Dismissal shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
9. The Parties agree that this Stipulation of Settlement and Dismissal will not be used as evidence or otherwise in any pending or future civil or administrative action against Defendants or the United States, or any agency or instrumentality of the United States.
10. Execution and filing of this Stipulation of Settlement and Dismissal by counsel for Plaintiff and by counsel for Defendants shall constitute a dismissal of the above-captioned action with prejudice pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii).
11. This Stipulation of Settlement and Dismissal may be executed in counterparts as if executed by both Parties on the same document.

Respectfully submitted,

Date: February 5, 2020

/s/ Sara Bugbee Winn
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Southern Environmental Law Center

Date: February 5, 2020

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